

DRAFT NO. 104227

TRACT NO. 526-MS-DS-43

**Amendment to Grant of Easement and Agreement for Temporary Working Space
and Damages in Advance of Construction**

This Amendment to Grant of Easement and Agreement for Temporary Working Space and Damages in Advance of Construction, made this 4th day of June, 1996, between Susan Gaither, a widow ("Grantor" whether one or more) and Mid-America Pipeline Company (herein "Grantee"), a Delaware corporation, duly authorized to transact business in the State of Mississippi, provides:

Whereas, Grantor is the owner of a tract of land situated in DeSoto County, State of Mississippi, described as follows (ownership as per vested interest):

All that part of the SW/4 of Section 15, Township 1 South, Range 7 West, lying below the Mississippi-Tennessee State Line in DeSoto County, Mississippi, containing 70 acres, more or less.

Whereas, Grantor represents and warrants that the Property or a portion thereof (is) (is not) rented for the period beginning N/A, 1996, to N/A, 1996, to N/A (herein "Tenant" whether one or more); and

Whereas, by virtue of that certain Grant of Easement (herein "Original Grant") dated February 13, 1984, and filed of record in the office of the Chancery Clerk of said County and State, in Book 170 at Page 65, Grantee owns a 10-inch diameter pipeline (herein "Original Pipeline") and a 20-foot wide pipeline easement across the Property, and has the right to construct additional pipelines within the boundaries of said easement for a consideration of \$ ---40.00--- per rod for each pipeline to be constructed; and

Whereas, pursuant to said rights, Grantee plans to enter upon the Property for the purpose of constructing an additional pipeline (herein "Additional Pipeline") within the boundaries of the easement; and

Whereas, the parties agree that the Original Agreement does not sufficiently specify the location of said easement in relation to the Original Pipeline; and

Whereas, the parties desire to amend the Original Easement in order to clarify the location of said easement in relation to the Original Pipeline; and

Whereas, the parties desire to reach an agreement as to temporary working space and the payment of certain damages in advance of construction.

Now, therefore, in consideration of the sum of ---- Forty and no/100---- Dollars (\$ ---40.00---) per rod, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. **Right to Construct Additional Pipeline:** Grantor acknowledges and agrees that Grantee hereby exercises its right to construct the Additional Pipeline.
2. **Clarification of Easement Location:** The parties hereby agree that the boundaries of the 20-foot wide easement are located 15 feet North/West and 5 feet South/East of the centerline of the Original Pipeline.
3. **Temporary Working Space:** During the period of construction of the Additional Pipeline, Grantor grants to Grantee the right to use a temporary working space (herein "Temporary Working Space") being 50 feet in width and located 40 feet on the North/West side and 10 feet on the South/East side of the centerline of the Additional Pipeline. The parties acknowledge and agree that Grantee's right to use the Temporary Working Space will expire and terminate upon the completion of the construction of the Additional Pipeline.
4. **Damages in Advance of Construction:** Grantor and Tenant, if any, hereby waive and discharge any and all claims for damages to crops, timber, fences, drain tile, or other improvements that are sustained within the boundaries of the Temporary Working Space. Any such damages sustained outside the boundaries of the Temporary Working Space caused by Grantee's construction activities will be paid to the Grantor or Tenant, as their interest may be, after construction of the Additional Pipeline. Grantor's acceptance of damages in advance of construction is made with the understanding that the contour of the area disturbed by construction will be restored as near as practical to its condition existing prior to the start of construction.

Except as herein modified and amended, the parties acknowledge and agree that nothing herein is intended to modify, amend or reform the Original Grant.

The terms and conditions hereof shall run with the land and be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

In witness whereof, this instrument is executed this 4th day of June, 1996.

GRANTOR:

Susan Gaither
Susan Gaither

296 Buena Vista Place
Address

Memphis, TN 38112
City, State, Zip Code

901-726-4525
Telephone Number

SS# 414-34-0995
Tax Identification Number

STATE OF Tennessee)
) ss.
COUNTY OF Shelby)

BE IT REMEMBERED, that on this 4th day of June, A.D., 1996, before me, a Notary Public, in and for said County and State, personally appeared Susan Gaither, a widow, to me known to be the identical person described herein and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires: Dec. 8, 1999
My commission expires: _____
Susan M. Shokouhi
Notary Public

Prepared by:
Mid America Pipeline Company
1717 So. Boulder
Tulsa, OK. 74119.
1-800-385-9551

STATE MS.-DESOTO CO.
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